

A5:03 INTERPRETATION OF AGREEMENT

f) “**Institute representative**” means an employee who has been elected or appointed as a steward or who is selected by the Institute to represent employees in collective bargaining, joint consultation, on committees and at meetings with the Employer;

“Update throughout the collective agreement”

PART A7 EMPLOYEE REPRESENTATIVES

ARTICLE A7.03 RECOVERY OF PAYMENT

Subject to suitable written arrangements between the Employer and the Institute for recovery of payment, the Employer shall continue to pay the employees during the period of leave without pay **under Article A-7, with the exception of Article A7.11**. Employees wishing to avail themselves of this provision will record the time spent in the meetings in accordance with the aforementioned written arrangements.

ARTICLE A7.04 INFORMAL RESOLUTION OF DIFFERENCES

An Institute representative assisting an employee(s) in relation to an issue being dealt with in the informal process for resolution of differences will not suffer any loss of earnings as a result, provided that the Institute representative does not have to leave their headquarters area. **Travel outside of their headquarters area by an Institute representative, in the circumstances where an Institute representative for the employee’s headquarters area is/will be outside of that headquarters area, shall be leave without pay and shall not be unreasonably denied.**

ARTICLE A7.05 GRIEVANCE INVESTIGATIONS AND HEARINGS

- a) An Institute representative representing a grievor in relation to a grievance will, where operational requirements permit, be given reasonable time off with pay for the purpose of discussing the matter with the grievor when the meeting takes place in his/her headquarters area during normal working hours; and when it takes place outside his/her headquarters area, reasonable time off with pay for up to one (1) hour and thereafter reasonable leave without pay.
- b) An Institute representative representing a grievor in relation to a grievance will be given reasonable time off with pay for the purpose of attending the grievance hearing with the Employer when the meeting takes place during normal working hours or, if during non-working hours, the Institute representative will be paid up to a maximum of two (2) hours at his/her straight time rate of pay for time attending the grievance hearing. Where the meeting takes place outside the Institute representative’s headquarters area, **the representative will be given reasonable time off with pay for up to one (1) hour and**

thereafter reasonable leave without pay; and any expenses incurred by the representative arising out of his/her attendance at the meeting shall not be borne by the Employer.

ARTICLE A7.06

Prior to having an Institute representative attend at a meeting which is outside his/her headquarters area, as contemplated in **Clauses A7.04**, A7.05 (a) and (b), the parties shall endeavour to arrange for the meeting to take place through the use of technology (such as a video conference or telephone conference) whereby the Institute representative would not have to leave his/her headquarters area.

ARTICLE A7.09 INSTITUTE EXECUTIVE MEETINGS, CONVENTIONS, AND ANNUAL GENERAL MEETINGS

The Employer will grant leave without pay for up to four employees to attend executive meetings, conventions, and annual general meetings of the Institute.

Article A8.02 EMPLOYEE INFORMATION

In order to facilitate the orderly and confidential investigation of complaints or grievances, the Employer shall provide Institute representatives temporary access to office space or similar facilities, operational requirements permitting. The Institute will obtain prior approval for use of these facilities. ~~This approval is contingent upon the Employer's determination that the use of such facilities is not inconsistent with the Employer's interests.~~

A8.03

a) The Employer agrees to make available an electronic copy of the Collective Agreement, as may be revised pursuant to collective bargaining, for employees to access on the Employer's website and internally on Share Point.

b) The Employer shall provide printed copies of the Collective Agreement, as may be revised pursuant to collective bargaining, as follows:

- i) 2 copies to a **staff representative(s)** of the Institute;
- ii) 1 copy to each member of the YHC Group Executive of the Institute; and
- iii) 1 copy to each Institute representative appointed or elected by the Institute.

Article A8.04

The Employer agrees to supply the Institute and the YHC Group President or, if designated in writing, another member of the YHC Group Executive, on a bi-weekly basis, a report specifying the name, occupation, **pay scale**, and classification of each employee hired and each employee terminated during the applicable period.

Article A8.08

The Group President of the Institute, or delegate, will be provided with a period not exceeding **twenty minutes**, without loss of pay, to meet with the employee(s) for the purpose of acquainting them with the Institute's structure and operation.

ARTICLES B1.04/B13.03/B14.02 (OVERPAYMENTS)

Any overpayment incurred will be recovered in the following manner:

- a) If the overpayment is in excess of fifty dollars (\$50.00), the Employer will, at least one month before recovery action is implemented, notify the employee of the details in writing of an overpayment and the Employer's intention to recover the overpayment.
- b) (i) If the employee disputes the overpayment, the employee shall have twenty-one (21) calendar days from the date of notice of the overpayment to notify the Employer in writing of the quantum of the overpayment in dispute and the basis for the dispute. The employee shall also provide a copy of the written notice to the Institute.

(ii) Once the thirty (30) day period referred to in paragraph (a) above has expired, the Employer may initiate recovery under paragraph (f) below of any amount of the overpayment which is not in dispute.
- c) The parties shall have fifteen (15) calendar days from the employee's notice to engage in informal discussions in an effort to promote a cooperative and expedited resolution of the dispute. This period of time may be extended on mutual consent and shall not be unreasonably denied by either party.
- d) Should the parties fail to reach a resolution during the period of informal discussion, the Institute shall, within a further forty eight (48) hours, excluding weekends and general holidays, provide the Employer with written notice of its intent to remit the dispute to a mutually agreed arbitrator for an expedited determination of the issue(s) in dispute.
 - (i) Should the arbitrator determine the issue(s) to be of such complexity or significance to require further consideration, the dispute shall be resolved by the arbitrator as per the arbitration procedure in Article A-12 of the collective agreement;
 - (ii) The parties shall equally share the cost of the fees and expenses of the arbitrator.
- e) If the dispute is not resolved to the satisfaction of either party within sixty (60) calendar days of the dispute being remitted to an arbitrator, the Employer may initiate recovery of

the quantum of the overpayment in dispute as per this provision. Recovery may start on the sixtieth (60th) calendar day from the date the written notice was provided by the institute to the Employer under paragraph (d) above.

- (i) Should the dispute be resolved in favour of the employee after the Employer has initiated recovery, the Employer shall reimburse all monies owed to the employee within thirty (30) calendar days.

- f) Recovery will not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. It is understood the employee may agree to a higher amount. If the employee advises Human Resources that the stated recovery action will create a hardship, a lesser amount may be mutually agreed to. The Employer's agreement will not be unreasonably withheld. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts will be recovered from the final pay.

ARTICLE B6 ACTING PAY

An employee's rate of pay while acting in a higher rated position shall be that rate in the scale of rates of the higher classification level that gives the employee an increase in pay of at least 6%.

ARTICLE C3.05 PART TIME EMPLOYEES

The following provisions, regarding the designation of rest days by part time employees engaged in shift work, shall replace Clause C3.05 and shall be applicable with respect to the first commencement date, after March 31, 2020, of a new shift schedule within a work unit.

- C3.05 (a) (i) Part time employees engaged in shift work, working 0.5 FTE or less, may designate two (2) days of rest in each pay period within the shift schedule from the remaining days in that pay period which were not scheduled by the Employer as the employee's work days on the shift schedule.
- (ii) Part time employees engaged in shift work, working more than 0.5 FTE, may have three (3) days designated as rest days in each pay period within the shift schedule. The three (3) days of rest shall be designated as follows:
1. The part time employee may designate two (2) days of rest in each pay period within the shift schedule from the remaining days in that pay period which were not scheduled by the Employer as the employee's work days on the shift schedule; and

2. The Employer shall thereafter designate the part time employee's third (3rd) day of rest from the remaining days in that pay period which were not scheduled by the Employer as the employee's work days on the shift schedule and were not designated as rest days by the part time employee.
- (b) The following provisions shall be utilized to designate the part time employee's days of rest, pursuant to Clause 3.05(a):
- (i) At least thirty-five (35) days before the commencement date of a new shift schedule, the Employer will provide each part time employee engaged in shift work with a copy of their proposed individual shift schedule.
 - (ii) The part time employee may, by the twenty-eighth (28th) day before the commencement of the new shift schedule, provide the Employer with the two (2) days of rest, in each pay period within the proposed individual shift schedule, designated by the employee from the remaining days in the pay period that the employee is not scheduled by the Employer to work.
 - (iii) Subject to sub-paragraph (b)(iv) below, the Employer shall then schedule the third (3rd) designated day of rest for a part time employee covered by Clause C3.05(a)(ii) above, from the remaining days in the pay period that the employee is not scheduled by the Employer to work and were not designated as rest days by the employee, on the shift schedule when posted pursuant to Clause C1.03(h).
 - (iv) In the event a part time employee does not provide their designated days of rest for any pay period in the employee's proposed shift schedule within the time frame set out in sub-paragraph (b)(ii) above, the Employer shall not schedule any designated days of rest for the part time employee during the applicable pay period.
 - (v) The day of rest which is designated the earliest in the work week by the part time employee or the Employer shall be considered the part time employee's first day of rest ("RST₁"). Any subsequent day of rest which is designated in the same work week shall be considered the employee's second day of rest ("RST₂").

ARTICLE C1.03 SHIFT SCHEDULES

(f) Where shifts of 7 ½ hours are established, schedule shifts so that employees have at least ~~14~~ 16 hours off duty between shifts;

ARTICLE C4.07 OVERTIME MEAL ALLOWANCE

An employee who works three or more hours of overtime immediately before or immediately following scheduled hours of work shall be paid for one meal in the amount of **\$16.00**, except where free meals are provided. This paragraph shall not apply to an employee who is in authorized travel status and entitled to claim expenses for meals.

ARTICLE C4.14 GENERAL (OVERTIME)

An employee may refuse to work overtime for justifiable reasons. ~~but may be required to state the reasons for the refusal in writing.~~

ARTICLE C7 GENERAL HOLIDAYS

Replace Clause C7.01(m) with the following:

- (m) Any other day when proclaimed by the Yukon Territorial Government as a territorial holiday.

ARTICLE D2 VACATION LEAVE

Effective April 1, 2020, replace Clause D2.02 with the following:

An employee who is entitled to pay for at least 75 hours in a calendar month shall earn vacation leave credits for that month at the following rates:

<i>Years of continuous Employment</i>	<i>Monthly Accrual Rate</i>
Beginning the first (1st) and in subsequent years	12.500 hours
Beginning the fourth (4th) and in subsequent years	15.625 hours
Beginning the tenth (10th) and in subsequent years	17.500 Hours
Beginning the fifteenth (15th) and in subsequent years	18.750 hours
Beginning the twenty-sixth (26th) and in subsequent years	21.875 hours

ARTICLE D2 VACATION LEAVE

Effective January 1, 2020, replace Articles D2.10, D2.11 and D2.12 with the following:

- D2.10 (a) In the application of paragraph D2.09, employees shall submit, by February 1st of each year, their vacation requests for the upcoming vacation period of June 1st to November 30th. During the period from the beginning of the calendar week in which

June 15th falls to the end of the calendar week in which September 15th falls, the vacation request by an employee will be limited to a maximum of four weeks of vacation leave.

- (b) The employees in each unit/department will, in cooperation and consultation with the manager of the unit/department, formulate the vacation schedule, for the vacation period of June 1st to November 30th, for the employees in the unit/department who submitted their vacation requests pursuant to (a) above. Such schedule shall be finalized and posted as soon as reasonably practicable, but not later than April 30th.
 - (c) Once posted, the vacation schedule referred to in (b) above shall only be changed by mutual consent between the employee and the Employer or as deemed necessary due to *bona fide* operational requirements.
- D2.11 (a) In the application of paragraph D2.09, employees shall submit, by August 1st of each year, their vacation requests for the upcoming vacation period of December 1st to May 31st.
- (b) The employees in each unit/department will, in cooperation and consultation with the manager of the unit/department, formulate the vacation schedule, for the vacation period of December 1st to May 31st, for the employees in the unit/department who submitted their vacation requests pursuant to (a) above. Such schedule shall be finalized and posted as soon as reasonably practicable, but not later than October 31st.
 - (c) Once posted, the vacation schedule referred to in (b) above shall only be changed by mutual consent between the employee and the Employer or as deemed necessary due to *bona fide* operational requirements.
- D2.12 (a) Requests by employees for vacation during the vacation period of June 1st to November 30th, which were not submitted by the preceding February 1st, may be submitted after the vacation schedule referred to in Article D2.10 (b) has been posted. Employees may, pursuant to this provision, request additional vacation leave beyond the four weeks maximum during the June 15th to September 15th period referred to in Article D2.10 (a).
- (b) Request by employees for vacation during the vacation period of December 1st to May 31st, which were not submitted by the preceding August 1st, may be submitted after the vacation schedule referred to in Article D2.11(b) has been posted.
 - (c) The Employer will reply to an employee's request for vacation under (a) or (b) above within 21 calendar days of receipt, and the employee's request shall be approved on

a first come, first served basis provided that the granting of such requests does not result in additional costs and/or interfere with operational requirements.

- (d) A failure on the part of the Employer to reply within the 21 calendar day period referred to in (c) above will be deemed to constitute approval of the employee's request for vacation leave.
- (e) Once approved, a period of vacation leave under (a) or (b) above shall only be changed by the mutual consent between the employee and the Employer or as deemed necessary due to *bona fide* operational requirements.

ARTICLE D5.01 Bereavement Leave with Pay

For the purpose of this article, "immediate family" is defined as father, mother (**including** stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse), child (including child of common-law spouse), stepchild or ward of the employee, grandparent (**including of spouse**), grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any relative permanently residing in the employee's household or with whom the employee permanently resides, **and any person permanently residing with the employee who stands in the place of relative whether or not there is a degree of consanguinity between them.**

ARTICLE D6.01 Other Leave with Pay

For the purpose of this article, family is defined as relatives permanently residing in the employee's household or with whom the employee permanently resides. This includes a spouse (or common-law spouse resident with employee), dependent children (including children of legal or common-law spouse), parents (including stepparents and **parents of spouse**), **and any person permanently residing with the employee who stands in the place of relative whether or not there is a degree of consanguinity between them.**

ARTICLE D6.06 ILLNESS OF A FAMILY MEMBER

Employees shall be granted up to seven consecutive calendar days of leave with pay to provide for the immediate and temporary care of a sick member of their family permanently residing with them, **a person permanently residing with the employee who stands in the place of a relative whether or not there is a degree of consanguinity between them**, or the employee's sick mother, father or dependent child, or to provide time to make alternative care arrangements where the illness is of a longer duration. Where there is reasonable cause to believe there is an abuse of leave, the Employer may request a report from a qualified medical practitioner to validate the illness of the family member provided the request is made prior to the employee's return to work.

ARTICLE D9.06 MATERNITY LEAVE WITHOUT PAY

a) For employees with one or more years of continuous employment, if the continuous period of maternity leave, whether or not combined with parental leave or any other form of leave without pay:

- i. Ends within **eighteen months** of the date of commencement of such leave, the employee will return to the position held prior to taking leave.
- ii. Extends more than **eighteen months** beyond the date of commencement of such leave, the employee will be assigned to the first mutually agreeable available position for which qualified.

b) For employees with less than one year of continuous employment, if the continuous period of maternity leave, whether or not combined with **parental leave** or any other form of leave without pay:

ARTICLE D10.01 PARENTAL LEAVE WITHOUT PAY

An employee who becomes or will become a parent through the birth of a child or who commences legal proceedings to adopt a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to **63 consecutive weeks in the 78 week period or, if required in order to receive the "Shared Parental – Extended" Employment Insurance benefit coverage, in the 86 week period** beginning on the day on which the child is born or the day on which the child comes into the employee's care. In no case shall a combination of maternity leave and parental leave for the birthing parent exceed a **total 78 weeks**.

ARTICLE D10.03

Parental leave taken by a couple, both of whom are employed by the Employer, shall not exceed a total of **71 weeks** for both employees combined nor shall both employees be granted leave for the same period of time unless one parent is unable to care for the child due to illness, injury, death or other hardship for the family.

ARTICLE D10.05

a) For employees with one or more years of continuous employment, if the continuous period of parental leave, whether or not combined with maternity leave or any other form of leave without pay:

- i. Ends within **eighteen months** of the date of commencement of such leave, the employee will return to the position held prior to taking leave.
- ii. Extends more than **eighteen months** beyond the date of commencement of such leave, the employee will be assigned to the first mutually agreeable available position for which qualified.

ARTICLE E1 SENIORITY

(E1:07 In the application of paragraph E1:06)

- a) (i) “Resignation” means a voluntary notice, as specified in (ii) below, given in writing by an employee to the Employer that the employee is ending employment, provided that such notice is not rescinded in writing by the employee within 48 hours excluding weekends and general holidays, from the time that the written notice was tendered.
- (ii) The following written notice of resignation shall be provided by an employee who has been employed with the Employer for a continuous period of
 - a. Six months or more but less than two years – one week’s notice;
 - b. Two years or more but less than four years – two weeks’ notice;
 - c. Four years or more but less than six years – three weeks’ notice; or
 - d. Six years or more – four weeks’ notice.
- (iii) In the event the employee requests a shorter notice period than specified in (ii) above, the Employer may, at its discretion, agree to a shorter notice period.

ARTICLE E2.03 FILLING OF VACANCIES AND NEW POSITIONS

a) Where operational requirements permit, and subject to paragraph E2.03 (b), where a part time position becomes vacant or additional hours are made available, such hours will be offered to qualified part time employees in the work unit in the following manner:

Article E2.08 POSTING PROCEDURES

The job poster shall contain the following information:

...

- h) The location(s) of the position.

ARTICLE F8 PERFORMANCE EVALUATION

Add a new Article F8.04 as follows:

Should an employee receive an unsatisfactory performance evaluation, the Employer shall establish a performance improvement plan and will thereafter meet with the employee to review the plan.

ARTICLE G1.01 TERM EMPLOYEES

"*Term employee*" means an employee who is engaged on a temporary basis for a fixed term of employment of more than three months:

- a) To replace an employee on leave of absence; or
- b) To replace an employee on maternity and parental leave for up to eighteen months; or**
- c) For a defined term of work not exceeding one year; or
- d) For a defined term of work not exceeding two years where the position being filled is funded by the Territorial or Federal Government.

ARTICLE G1.04

Subject to Paragraph G1.01 **(b) & (d)** a fixed term of employment shall not exceed one year in duration. Subject to Paragraph G1.05, any extension to a fixed term of employment under Paragraph G1.01 shall be agreed to between the Employer and the Institute.

ARTICLE F2.04 DISCIPLINE

Employees have the right to representation by an Institute representative or a staff representative throughout the investigation and disciplinary process. **Prior to meeting with an employee for reasons of investigation or discipline, the Employer will advise the employee of their right to representation.**

ARTICLE H1 DURATION OF AGREEMENT

This collective agreement shall come into full force and effect on the date on which it is ratified and shall remain in force and effect until **January 31, 2022.**

WAGE RATES

- (i) Effective February 1, 2019, wage rates shall be increased by 1.75%.
- (ii) Effective February 1, 2020, wage rates shall be increased by 1.75%.

(iii) Effective February 1, 2021, wage rates shall be increased by 1.75%.

HOUSEKEEPING

1. C1.03 i) 4. Change “ours” to “hours”.
2. C7.01 Add National Aboriginal Day as (f) re-number the remaining general holidays as appropriate.
3. E2.19 Change wording from “Satellite” to “Community”.
4. Letter 3 – Amend list of work units to include Intensive Care Unit as a separate unit form Medical & Pediatrics.
5. Remove Addendum No. 2 from Collective Agreement as Watson Lake Community Hospital has no employees covered by these provisions. When putting together the Collective Agreement following ratification, the Parties agree to remove all references to Addendum No. 2 throughout the Collective Agreement.

LETTER OF UNDERSTANDING ON TEMPORARY ASSIGNMENTS

LETTER OF UNDERSTANDING

Between

**YUKON HOSPITAL CORPORATION
(the “Employer”)**

And

**THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
(the “Institute”)**

Re: Temporary Assignment of an Employee to a Different Facility in another Headquarters Area

WHEREAS:

- A. The Employer provided the Institute with the following “notice” item on June 4, 2019, commencing on the effective date of the renewal of the Collective Agreement:

Should a need arise to temporarily assign an employee to a position in a different facility operated by the Yukon Hospital Corporation, the Employer asserts that no current provision in Agreement restricts or otherwise limits the authority of the Employer to make this temporary assignment. The Employer further maintains that the right to make this temporary assignment is squarely within the authority of the Employer to operate and manage the Hospital.

- B. During the negotiations for the renewal of the 2017-2019 Collective Agreement, the Institute raised several proposals regarding the above “notice” item provided by the Employer.

The Parties agree that the following provisions shall apply in those extenuating circumstances when the Employer determines it requires to temporarily assign an employee from his/her headquarters area to a different facility in another headquarters area in order to meet its staffing requirements at that other facility.

1. The following process will be utilized by the Employer in those extenuating circumstances when the Employer determines it will require to temporarily assign an employee from his/her headquarters area (hereinafter referred to as the “transferring facility”) to a different facility in another headquarters area (hereinafter referred to as the “other facility”).
 - a) (i) The Employer shall first seek volunteers from among the employees at the transferring facility who are qualified to perform the required duties at the other facility.

(ii) If more than one qualified employee volunteers for the temporary assignment to the other facility, the temporary assignment shall, subject to the operational requirements of the transferring facility, be assigned to the most senior qualified employee(s).
 - b) If the number of required employees for the temporary assignment are not obtained through the utilization of paragraph 1(a) above, the Employer shall assign the temporary assignment to the junior employee(s) who is qualified to perform the required duties at the other facility, subject to the operational requirements of the transferring facility and subject to any contrary provision in the Collective Agreement.
2. The Parties agree that a qualified employee, for the purpose of paragraph 1 above, shall include an employee who may require a period of orientation in order to perform the required duties at the other facility.
3. The duration of the employee’s temporary assignment at the other facility shall not exceed fourteen (14) calendar days, excluding travel days, unless a longer period of time is agreed to between the Employer and the employee.

4. Employees, who are assigned a temporary assignment under paragraph 1 above and who are given less than four calendar days advance notice, prior to the employee's travel day to the other facility, will be entitled to payment of time and one-half for the first four hours worked and double time for all hours worked thereafter on the first shift which the employee works at the other facility. This provision shall not apply to the second or subsequent shifts worked at the other facility.
5. Article C-12 of the Collective Agreement ("Work Related Travel") shall apply to an employee who is assigned a temporary assignment under paragraph 1 above for the duration of the assignment.
6. An employee who is assigned a temporary assignment under paragraph 1 above shall be paid a premium of \$3.25 per hour for all hours worked while performing the required duties at the other facility.
7. The Parties acknowledge that the Employer currently provides opportunities for qualified employees at a transferring facility to work at another facility. The Parties agree that the Employer may continue this practice without invoking the provisions of this LOU in circumstances where the opportunity for employees to work at another facility is not mandatory to meet staffing requirements of the other facility and as such would not require the employer to assign an employee as per paragraph 1(b).
8. The Employer agrees that, when providing employees the opportunity to work at a different facility in another headquarters area, the Employer shall advise the employees whether or not the opportunity is being raised under paragraph 1 of this LOU.
9. All provisions of the collective agreement apply, except where specifically modified by this LOU.

For the Employer

For PIPSC